



ABCBC Deed Poll Licence

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5. The Licensee agrees that ABCBC may terminate the licence to the Licensed IP at any time and for any reason by providing notice in writing to the Licensee, including if the Licensee breaches any term of this Deed Poll or, in ABCBC's reasonable opinion, the Licensee's exercise of the Licensed IP brings, or may bring, ABCBC into disrepute.
6. This Deed Poll is governed by the laws of the Australian Capital Territory.

7. In this Deed Poll:

Licensed IP means	ABCB – NCC Tutor
Licensee means	<p>[insert your name (individual or organisation name)]</p> <p>[insert your ABN, if applicable]</p> <p>[insert your address]</p> <p>[insert your email address]</p> <p>[if the Licensee is an organisation, insert a contact person’s name]</p> <p>[insert your telephone number]</p>
Permitted Purpose means	<p>Accessing and using the ABCB - NCC Tutor for educational purposes.</p> <p>Permission for use includes the following titles:</p> <ul style="list-style-type: none"> • Australian Regulatory Framework for Building and Plumbing; • Using the NCC; • NCC: A performance-based code; • NCC Volume One; • NCC Volume Two; • NCC Volume Three; • NCC Volume One Disability Access; • NCC Volume One Energy Efficiency; • NCC Volume One Fire Safety; • NCC Volume Two Energy Efficiency; and • NCC Volume Two Fire Safety. <p>Each NCC Tutor listed above is provided as a PowerPoint presentation accompanied by a script (slide notes) and assessment questions. For the purpose of delivering this content, changes to the materials may be made to align with the branding and styling of the Licensee’s organisation.</p>
Special Conditions means	<ul style="list-style-type: none"> • The Licensee must provide the ABCB’s CEO or their representative with biannual reports (‘Activity Reports’) for the periods 1 January to 30 June and 1 July to 31 December each year (‘Reporting Periods’) as requested. The Licensee must submit the Activity Reports to the ABCB’s CEO or their representative within 30 days of the end of the Reporting Periods. • As a condition of being granted this licence to use NCC Tutor, the Licensee may be asked to include, but not limited to the following information in the Activity Reports:



	<ul style="list-style-type: none"> a. how NCC Tutor has been used or delivered by the Licensee (for example, PowerPoint, PDF, online training, webinar, face-to-face delivery, Moodle etc.); b. which NCC Tutor titles have been used by the Licensee; c. how many times each NCC Tutor title was accessed, sold or presented by the Licensee; d. the amount charged to any attendee/s or participant/s or other fees by the Licensee (by title and the total amount); and e. the course or unit that the NCC Tutor content was delivered as part of (wholly or partially) (e.g. NCC Volume Three as part of a Certificate IV Plumbing & Drainage); and f. whether any Continuing Professional Development (CPD) points were provided as part of the delivery of the NCC Tutor (and if so provide further detail about the amount of points a course participant could obtain).
Term means	The term of this agreement will run from 1 February 2019 (or the date this agreement is signed) until 30 April 2022, unless otherwise advised by the ABCB.

Signed, sealed and delivered as a Deed Poll by:

..... (signature)

..... (name)

..... (position, if signing for an organisation)

..... (date)

..... (witness signature)

..... (witness name)

Important note: the terms of this Deed Poll will be deemed to apply to any use you make of the Licensed IP, even if you do not sign and return this Deed Poll.

